

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

811 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 7, 2010

SUBJECT: Pedley Hills-Bolero Drive Storm Drain
Project No. 1-0-00138
Amended and Restated Cooperative Agreement

RECOMMENDED MOTION:

- 1) Approve the Amended and Restated Cooperative Agreement between the District and the Riverside County Transportation Department; and
- 2) Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Amended and Restated Cooperative Agreement (Agreement) revises one phrase in the recital section of the original Cooperative Agreement previously approved by the Board on June 8, 2010 (Item 11.1).

The Agreement sets forth the terms and conditions by which the District is to construct the Pedley Hills-Bolero Drive Storm Drain.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 10/26/10

Policy
 Policy
 Consent
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 7, 2010
xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.:

District: 2nd
Agenda Number:
 ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

11.1

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Pedley Hills – Bolero Drive Storm Drain
Project No. 1-0-00138
Amended and Restated Cooperative Agreement

SUBMITTAL DATE: December 7, 2010
Page 2

BACKGROUND cont'd:

The District is funding all storm drain, right of way, construction and its associated inspection costs.

The County is granting the District the necessary rights to construct, operate and maintain the project within County road rights of way. Upon completion of project construction, the County will assume ownership, operation and maintenance responsibilities of the project.

County Counsel has approved the Amended and Restated Cooperative Agreement as to legal form. A companion item appears on the Transportation Department's agenda this same date.

TM:blj

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Pedley Hills - Bolero Drive Storm Drain
Amended and Restated Cooperative Agreement

C O P Y

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amended and Restated Cooperative Agreement between the District and the Riverside County Transportation Department; and;
2. Authorize the Chairman to execute the Agreement documents on behalf of the County.

BACKGROUND: The Amended and Restated Cooperative Agreement (Agreement) revises one phrase in the recital section of the original Cooperative Agreement previously approved by

Juan C. Perez
Director of Transportation

FK
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
SOURCE OF FUNDS: N/A			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

FORM APPROVED/COUNTY COUNSEL
BY: NEAL R. KIPINS
DATE: 12/2/10

Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | **District:** 2nd | **Agenda Number:**

The Honorable Board of Supervisors
RE: Pedley Hills - Bolero Drive Storm Drain
December 2, 2010
Page 2 of 2

the Board on June 8, 2010 (Item 1.1).

The Agreement sets forth the terms and conditions by which the District is to construct the Pedley Hills-Bolero Drive Storm Drain.

The District is funding all storm drain, right-of-way, construction and its inspection costs.

The County is granting the District the necessary rights to construct, operate and maintain the project within County road right-of-ways and, upon completion of project construction, will assume ownership, operation and maintenance of the project's mainline storm drain, associated laterals, catch basins and connector pipes.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Flood Control District's agenda this same date.

AMENDED AND RESTATED
COOPERATIVE AGREEMENT

Pedley Hills – Bolero Drive Storm Drain
(Project No. 1-0-00138)

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3 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
4 CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the COUNTY of
5 RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department,
6 hereinafter called "TRANSPORTATION", hereby agree as follows:
7

8 RECITALS

9 A. On June 8, 2010, DISTRICT and TRANSPORTATION entered into a
10 cooperative agreement to facilitate the construction and subsequent operation and maintenance
11 of certain drainage facilities required to provide improved drainage and flood control in the
12 unincorporated Pedley area of northwestern Riverside County. This document replaces the June
13 8, 2010 Cooperative Agreement in its entirety.
14

15 B. DISTRICT has budgeted for and plans to design and construct Pedley Hills
16 – Bolero Drive Storm Drain, hereinafter called "STORM DRAIN". This facility will provide
17 improved drainage and flood control in the unincorporated Pedley area of northwestern Riverside
18 County, and consists of an underground storm drain to be constructed along a route generally
19 described as follows: commencing on the southwesterly boundary of Ironstone Drive
20 approximately 200 feet southeasterly from its intersection with Bolero Drive, thence
21 northwesterly along Ironstone Drive to Bolero Drive, thence northeasterly along Bolero Drive to
22 Sebring Drive, thence northwesterly along Sebring Drive to its intersection with Big Rock Drive,
23 thence continuing northwesterly along the common boundary between Lots 23 and 24 of Tract
24 No. 3318, as shown on map recorded in Map Book 54, Pages 12 and 13, Official Records of
25 Riverside County, to Lot 1 of Tract No. 22730, as shown on map recorded in Map Book 210,
26 Pages 97 through 108, Official Records of Riverside County, thence northerly across said Lot 1
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28

1 of Tract No. 22730 to a point of ending in Lot 69 of Tract No. 23817, as shown in Map Book
2 215, Pages 3 through 7, Official Records of Riverside County, southerly from the southwesterly
3 corner of Lot 8 of said Tract No. 23817, all as shown in concept in red on Exhibit "A" attached
4 hereto, and made a part hereof. At its upstream terminus STORM DRAIN connects to an
5 existing twenty-one inch (21") privately owned storm drain; and

6 C. Associated with the construction of STORM DRAIN is the construction of
7 various catch basins and connector pipes located within TRANSPORTATION and/or private
8 rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and
9 APPURTENANCES are hereinafter altogether called "PROJECT"; and
10

11 D. DISTRICT desires TRANSPORTATION to accept ownership and
12 responsibility for the operation and maintenance of PROJECT upon completion. Therefore,
13 TRANSPORTATION must review and approve DISTRICT'S plans and specifications for
14 PROJECT and subsequently inspect the construction of PROJECT; and

15 E. DISTRICT is willing to: (i) prepare plans and specifications for PROJECT,
16 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and
17 TRANSPORTATION standards, (ii) act as Lead Agency pursuant to the California
18 Environmental Quality Act (CEQA), (iii) secure all permits, regulatory permits, licenses, rights
19 of entry and rights of way necessary to construct, inspect, operate and maintain PROJECT except
20 as otherwise provided herein, (iv) allow TRANSPORTATION an opportunity to review and
21 approve IMPROVEMENT PLANS, permits, regulatory permits, licenses, rights of entry and
22 rights of way documents prior to advertising PROJECT for construction, (v) advertise, award
23 and administer a public works PROJECT construction contract, (vi) provide all construction
24 surveys, materials testing and construction inspection necessary for construction of PROJECT,
25 (vii) pay all costs related to PROJECT'S design, construction and administration, (viii) provide
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27
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1 TRANSPORTATION with original "record drawings" of IMPROVEMENT PLANS as provided
2 herein, and (ix) accept ownership and responsibility for the operation and maintenance of
3 PROJECT until such time as TRANSPORTATION accepts PROJECT for ownership, operation
4 and maintenance as provided herein; and

5 F. TRANSPORTATION is willing to (i) review and approve
6 IMPROVEMENT PLANS prepared by DISTRICT for PROJECT, (ii) review and approve
7 permits, regulatory permits, licenses, rights of entry and rights of way documents, (iii) grant
8 DISTRICT or its contractor(s) the rights necessary to construct and inspect PROJECT within
9 TRANSPORTATION rights of way, (iv) inspect the construction of PROJECT for quality
10 control purposes, and (v) accept ownership and responsibility for the operation and maintenance
11 of PROJECT upon (i) receipt of DISTRICT'S Notice of Completion, (ii) receipt of engineering
12 documentation confirming that PROJECT was constructed in accordance with IMPROVEMENT
13 PLANS, (iii) conveyance to TRANSPORTATION of the necessary rights of way for the
14 inspection, operation and maintenance of PROJECT as set forth herein and (iv) receipt of
15 original record drawings of IMPROVEMENT PLANS as provided herein; and
16
17

18 G. The purpose of this Agreement is to memorialize the mutual understandings
19 by and between DISTRICT and TRANSPORTATION with respect to design, construction,
20 inspection, ownership, operation and maintenance, and funding of PROJECT.

21 NOW, THEREFORE, the parties hereto mutually agree as follows:

22 SECTION I

23 DISTRICT shall:

24 1. Prepare or cause to be prepared, IMPROVEMENT PLANS, as shown on
25 District Drawing No. 1-666, in accordance with DISTRICT and TRANSPORTATION
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standards, and submit to TRANSPORTATION for its review and approval prior to advertising PROJECT for construction.

2. Pursuant to CEQA, assume lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

3. Pay all DISTRICT costs associated with the preparation of IMPROVEMENT PLANS and with the processing and administration of this Agreement.

4. Obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal or State resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by U.S. Army Corps of Engineers (USACOE), a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1601 Streambed Alteration Agreement issued by the California Department of Fish and Game and National Pollutant Discharge Elimination System Permits issued by the State Water Resources Control Board or CRWQCB.

5. Furnish TRANSPORTATION with copies of all permits, approvals or agreements required by any Federal or State resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include but are not limited to those issued by the USACOE, CRWQCB, California State Department of Fish and Game and State Water Resources Control Board.

6. Secure at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT.

1 7. Obtain at its sole cost and expense, all temporary construction easements
2 and all easements necessary for flood control and drainage purposes, including ingress and
3 egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection,
4 operation and maintenance of PROJECT, as shown in concept cross-hatched in red and in blue,
5 respectively, on Exhibit "B" attached hereto and made a part hereof. The easements shall be in a
6 form approved by DISTRICT and TRANSPORTATION and shall be executed by all legal and
7 equitable owners of the property described in each easement.

8 8. Advertise, award and administer a public works PROJECT construction
9 contract.

10 9. Provide TRANSPORTATION with written notice that DISTRICT has
11 awarded a construction contract for PROJECT.

12 10. Notify TRANSPORTATION in writing at least twenty (20) days prior to the
13 start of construction of PROJECT.

14 11. Furnish TRANSPORTATION, at the time of providing written notice to
15 TRANSPORTATION of the start of construction as set forth in Section I.10., a construction
16 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
17 proposes to carry on the various parts of work, including estimated start and completion dates.

18 12. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
19 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
20 DISTRICT and TRANSPORTATION, and pay all costs associated therewith.

21 13. Inspect construction of PROJECT.

22 14. Grant TRANSPORTATION, by execution of this Agreement, the right to
23 enter upon DISTRICT controlled property where necessary and convenient for the purpose of
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1 gaining access to, and performing quality control inspection service for, the construction of
2 PROJECT as set forth herein.

3 15. Furnish, or cause its construction manager to furnish, all construction survey
4 and materials testing services necessary to construct PROJECT.

5 16. Not permit any change to or modification of the IMPROVEMENT PLANS
6 without the prior written permission and consent of TRANSPORTATION.

7 17. Require its construction contractor(s) to comply with all Cal/OSHA safety
8 regulations including regulations concerning confined space and maintain a safe working
9 environment for all DISTRICT and TRANSPORTATION employees on the site.

10 18. Require its PROJECT construction contractor to furnish DISTRICT,
11 following DISTRICT'S award of a PROJECT construction contract, a confined space entry
12 procedure specific to PROJECT. The procedure shall comply with requirements contained in
13 California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section
14 5157, Permit Required Confined Space and DISTRICT confined Space Procedures, SOM-18.
15 The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
16 Proceed.
17

18 19. Require its PROJECT construction contractor(s), following DISTRICT'S
19 award of a PROJECT construction contract, to procure and maintain comprehensive liability
20 insurance which shall protect DISTRICT and the County of Riverside from claims for damages
21 for personal injury, including accidental or wrongful death, as well as from claims for property
22 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its
23 obligations hereunder, whether such construction or performance be by DISTRICT, the
24 aforementioned construction contractor(s), or any subcontractors to said construction
25 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or
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1 subcontractors. Such insurance shall provide for coverage limits of not less than two million
2 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as
3 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.
4 Said insurance coverage shall be provided by an insurance company licensed to transact
5 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or
6 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the
7 insurance is in full force and effect and that DISTRICT and the County of Riverside are named
8 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance
9 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of
10 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.
11

12 20. Accept ownership and sole responsibility for the operation and maintenance
13 of PROJECT until such time as TRANSPORTATION accepts ownership and responsibility for
14 operation and maintenance of PROJECT. Further, it is mutually understood by the parties hereto
15 that prior to TRANSPORTATION acceptance of ownership and responsibility for the operation
16 and maintenance of PROJECT, PROJECT shall be in a satisfactorily maintained condition as
17 solely determined by TRANSPORTATION.
18

19 21. Within two (2) weeks of completing PROJECT construction, provide
20 TRANSPORTATION with written notice that PROJECT construction is substantially complete
21 and requesting that TRANSPORTATION conduct a final inspection of PROJECT.
22

23 22. Upon completion of PROJECT construction and upon acceptance by
24 TRANSPORTATION of PROJECT for ownership, operation and maintenance, convey or cause
25 to be conveyed to TRANSPORTATION flood control easement(s), including ingress and egress,
26 for the rights of way as shown in concept cross-hatched in blue on Exhibit "B".
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1 23. Upon completion of PROJECT construction but prior to
 2 TRANSPORTATION'S acceptance of PROJECT for ownership, operation and maintenance,
 3 provide TRANSPORTATION with appropriate engineering documentation necessary to
 4 establish that PROJECT was constructed in accordance with the approved DRAINAGE PLANS.

5 24. Upon acceptance by TRANSPORTATION of PROJECT for ownership,
 6 operation and maintenance, provide TRANSPORTATION original "record drawings" of
 7 IMPROVEMENT PLANS.

8 25. Ensure that all work performed pursuant to this Agreement by DISTRICT,
 9 its agents or contractors is done in accordance with all applicable laws and regulations, including
 10 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,
 11 and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance
 12 and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance
 13 with applicable laws and regulations.

14 SECTION II

15 TRANSPORTATION shall:

16 1. Review and approve IMPROVEMENT PLANS prior to DISTRICT
 17 advertising PROJECT for construction.

18 2. Review all necessary REGULATORY PERMITS prior to DISTRICT
 19 advertising PROJECT for construction.

20 3. Grant DISTRICT, by execution of this Agreement, the right to construct,
 21 inspect, operate and maintain PROJECT within TRANSPORTATION rights of way.
 22

23 4. Order the relocation of all utilities installed by permit or franchise within
 24 TRANSPORTATION rights of way which conflict with the construction of PROJECT and
 25 which must be relocated at the utility company's expense
 26

27 5. Issue DISTRICT'S contractor(s) a no fee permit to construct PROJECT.
 28

1 but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees
2 or (d) any other element of any kind or nature whatsoever.

3 3. COUNTY shall indemnify, defend, save and hold harmless DISTRICT
4 (including its officers, employees, agents, representatives, independent contractors, and
5 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based
6 upon, arising out of or in any way relating to COUNTY (including its officers, Board of
7 Supervisors, elected and appointed officials, employees, agents, representatives, independent
8 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
9 performance under this Agreement, or failure to comply with the requirements of this
10 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
11 payment of attorney's fees or (d) any other element of any kind or nature whatsoever.
12

13 4. Any waiver by DISTRICT or by TRANSPORTATION of any breach of any
14 one or more of the terms of this Agreement shall not be construed to be a waiver of any
15 subsequent or other breach of the same or of any other term hereof. Failure on the part of
16 DISTRICT or TRANSPORTATION to require exact, full and complete compliance with any
17 terms of this Agreement shall not be construed as in any manner changing the terms hereof, or
18 estopping DISTRICT or TRANSPORTATION from enforcement hereof.
19

20 5. This Agreement is to be construed in accordance with the laws of the State
21 of California.

22 6. Any and all notices sent or required to be sent to the parties of this
23 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
24

25 RIVERSIDE COUNTY FLOOD CONTROL
26 AND WATER CONSERVATION DISTRICT
27 1995 Market Street
28 Riverside, CA 92501
Attn: Administrative Services

COUNTY OF RIVERSIDE
Post Office Box 1090
Riverside, CA 92502-1090
Attn: Transportation Department

1 7. If any provision in this Agreement is held by a court of competent
2 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
3 continue in full force without being impaired or invalidated in any way.

4 8. This Agreement is the result of negotiations between the parties hereto, and
5 the advice and assistance of their respective counsel. No provision contained herein shall be
6 construed against DISTRICT solely because, as a matter of convenience, it prepared this
7 Agreement in its final form.

8 9. This Agreement is intended by the parties hereto as a final expression of
9 their understanding with respect to the subject matter hereof and as a complete and exclusive
10 statement of the terms and conditions thereof. This Agreement may be changed or modified only
11 upon the written consent of the parties hereto.

12 10. This Agreement may be executed and delivered in any number of
13 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each
14 party has signed and delivered at least one COUNTERPART to the other parties hereto, each
15 COUNTERPART shall be deemed an original and, taken together, shall constitute one and the
16 same Agreement, which shall be binding and effective as to the parties hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

DEC 07 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis for 10/20/10
NEAL KIPNIS
Deputy County Counsel

By Kecia Harper-Ihem
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By Juan C. Perez
JUAN C. PEREZ
Director of Transportation

By Marion Ashley
MARION ASHLEY, Chairman
County of Riverside Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By Kecia Harper-Ihem
Deputy

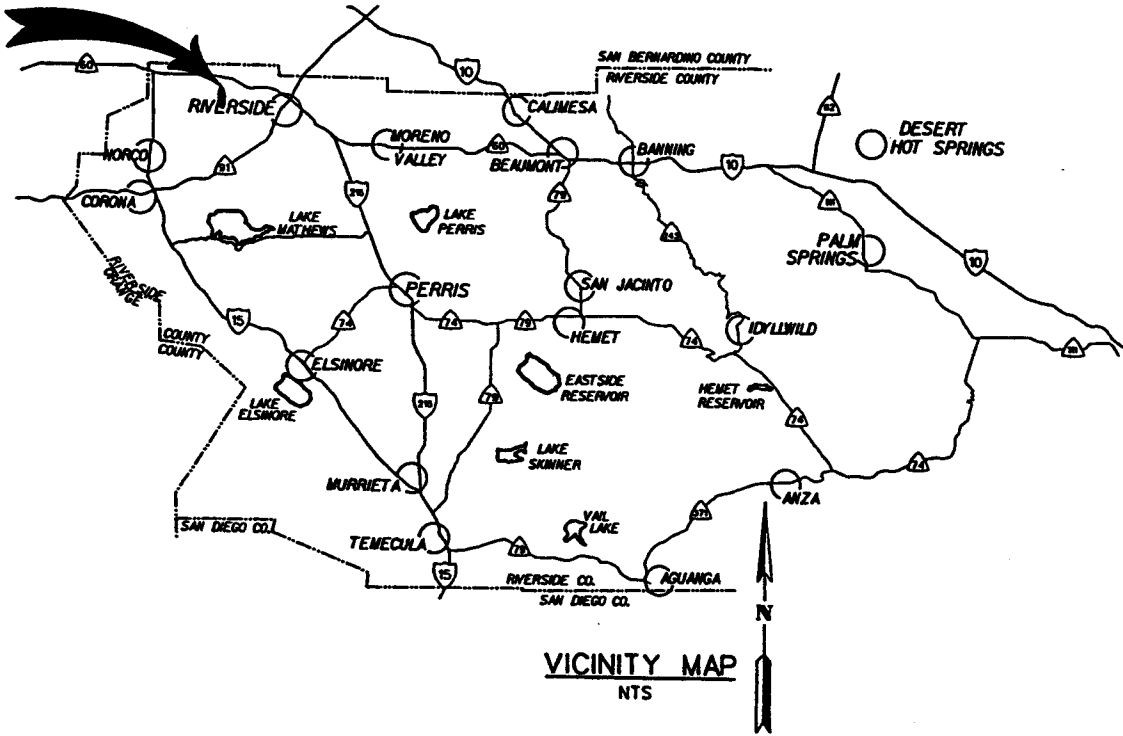
(SEAL)

FORM APPROVED COUNTY COUNSEL
BY Neal Kipnis DATE 11/19/10
NEAL R. KIPNIS

Amended and Restated Cooperative Agreement: Pedley Hills – Bolero Drive Storm Drain
10/13/10
TMC:blj

Exhibit A

**PROJECT
LOCATION**



VICINITY MAP
NTS

Exhibit A

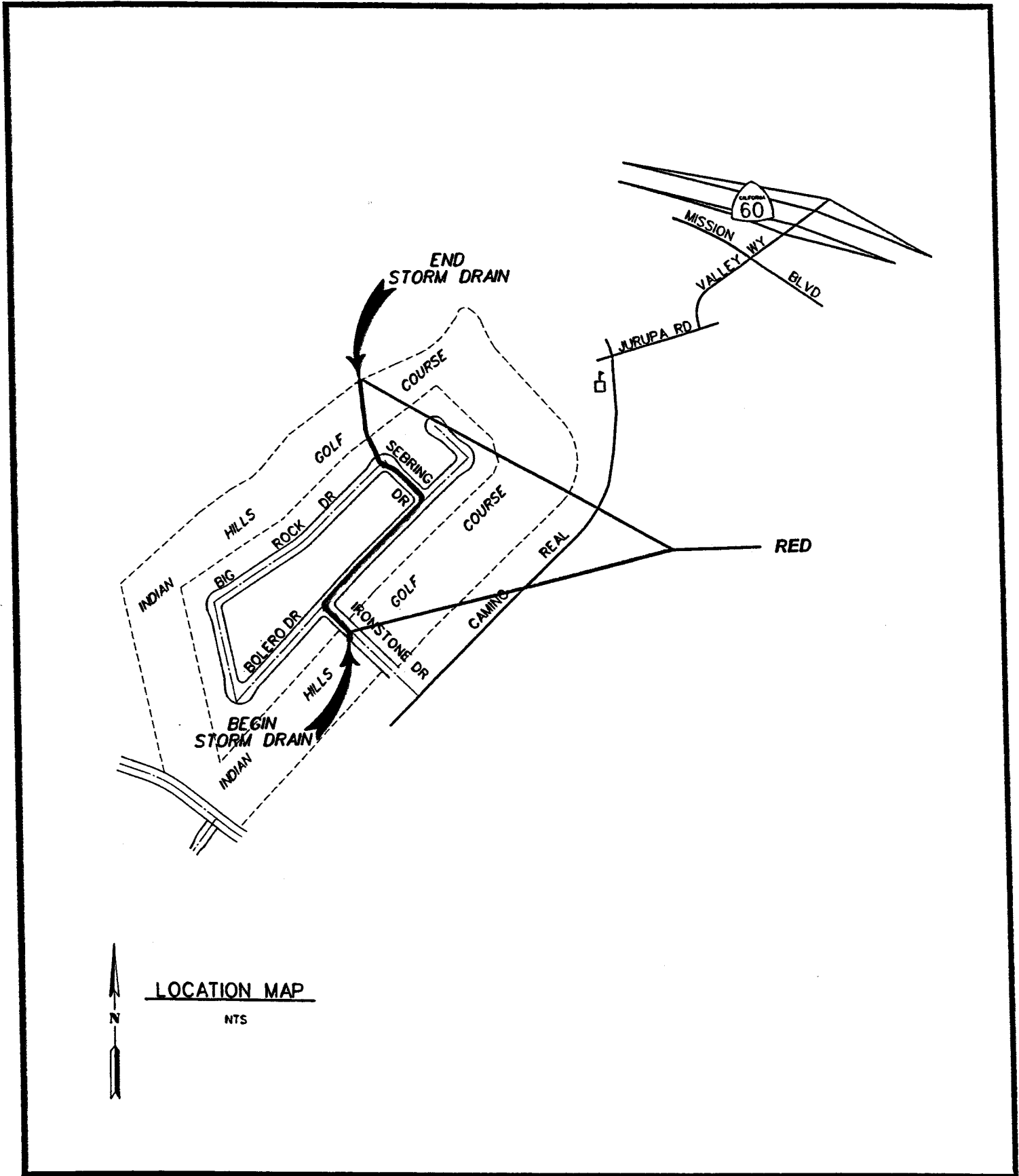
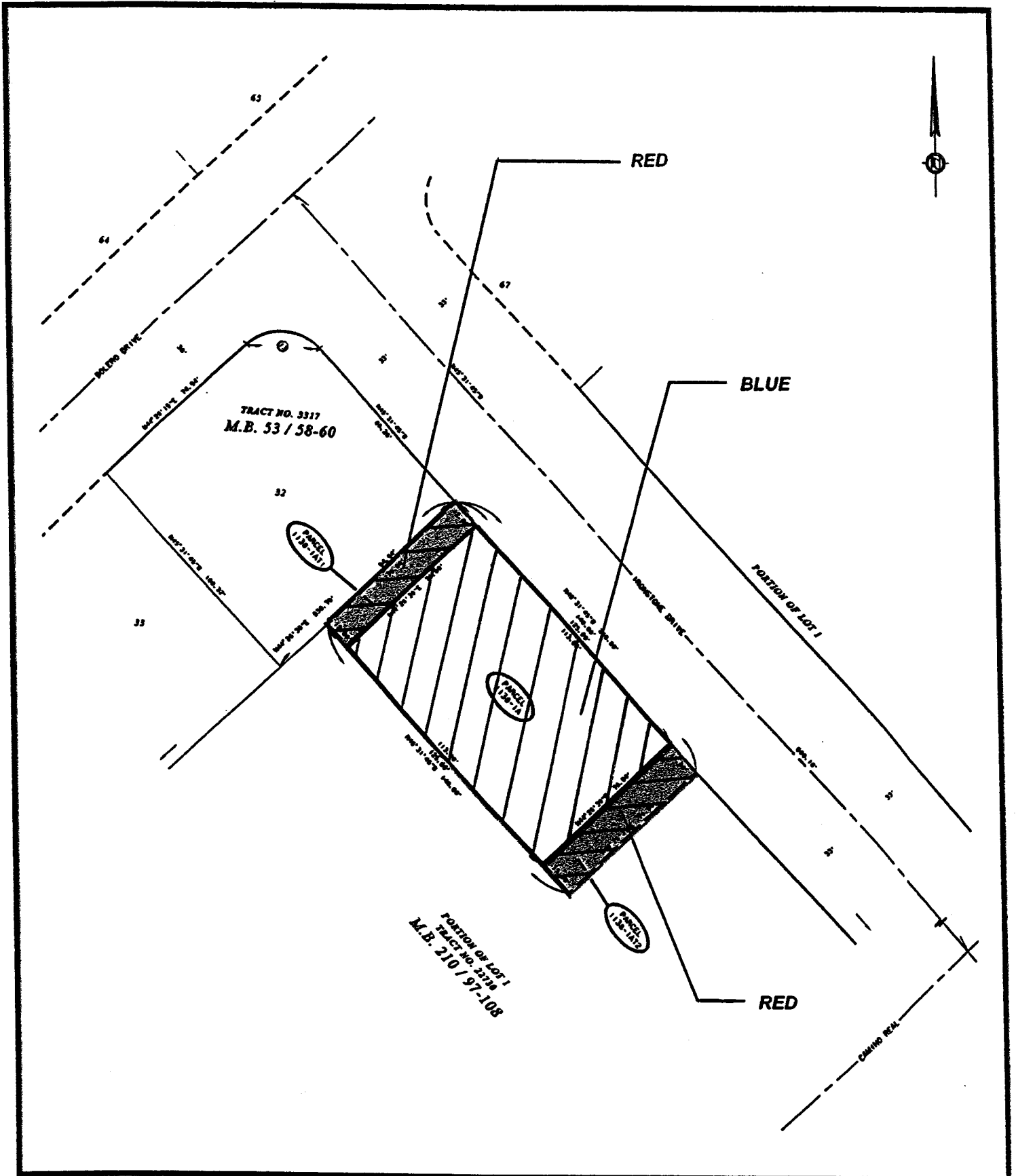
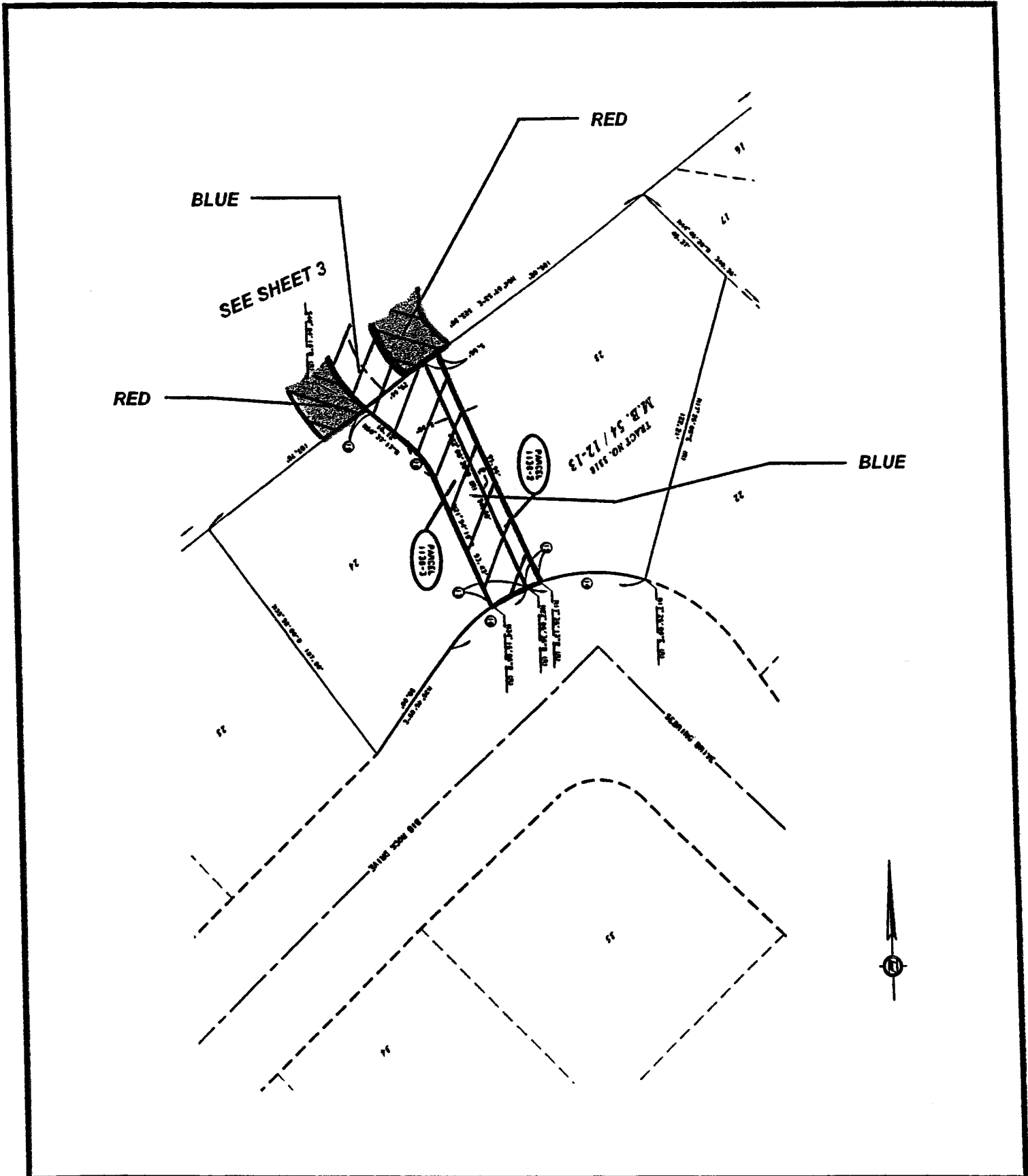


Exhibit B



**Cooperative Agreement
Pedley Hills – Bolero Drive Storm Drain**

Exhibit B



**Cooperative Agreement
Pedley Hills - Bolero Drive Storm Drain**

Exhibit B

